in another case we find that if the two highest bidders at a mortgage sale refuse to comply with their bids the mortgagor may direct a private sale and is bound thereby. *Cockrill* v. *Whitworth,* 52 S. W. 524. Furthermore, when a mortgage trustee has divested himself of his title, even though not in compliance with the conditions of his trust, or at a defective sale, a second deed after a re-advertisement and re-sale is void and ineffectual. Equity alone will afford relief. *Stephens* v. *Clay,* 17 Col. 489; *Koester* v. *Burke,* 81 Ill. 436. Two cases hold with the principal case on the main proposition, but in them the trustee had done nothing to divest himself of his title before re-advertisement and re-sale. *Dover* v. *Kennerly,* 44 Mo. 145. *O'Fallon* v. *Kennerly,* 45 Mo. 124. When such a re-sale is held the defaulting highest bidder is responsible for a deficiency and entitled to excess in the price secured at the second sale over his prior bid. *Aukam* v. *Zantzinger,* 94 Md. 421; *McCormick* v. *Williams,* 68 S. E. 138.

MORTGAGES — VENDEE OF MORTGAGED PREMISES LIABLE TO MORTGAGEE THOUGH MORTGAGE BARRED AT TIME OF PURCHASE.—Defendants J. D. and I. D., gave mortgage in 1904 on two lots to T, to secure note. T. assigned to plaintiff. Defendants J. D. and I. D. exchanged property for property of defendant L. P. in 1910, the latter assuming the mortgage on the property she received in exchange. Mortgage outlawed at time of exchange. Plaintiff sued to foreclose. *Held* that L. P. was bound to pay the mortgage although it was thus outlawed since L. P. had assumed to pay it as part of the consideration in the trade. *Davis* v. *Davis,* (Cal. 1912) 127 Pac. 1051.

The decision seems to be in line with the weight of authority. JONES, MORTGAGES, Ch. XVII; *Flack* v. *Neill,* 22 Tex. 253; *Schumucker* v. *Sibert,* 18 Kan. 104. Where a party has secured his note by a mortgage and then transferred the property, the note and mortgage becoming subsequently outlawed, a later acknowledgment of the note by the mortgagor will revive the mortgage so as to affect the vendee. *Hubbard* v. *Mo. Val. Life Ins. Co.* 25 Kan. 172. Also the statute is tolled as to a vendee of mortgaged property by any new promise by his vendor, the mortgagor, before his purchase. *Carson* v. *Cochran,* 52 Minn. 67; *Heyer* v. *Pruyn,* 7 Paige 465. But under one California case, contrary to the general trend of authorities in that state, a mortgage barred by statute is not revived by a renewal of the accompanying note between the original parties. *Wells* v. *Harter,* 56 Cal. 342. As to available methods of action by a mortgagee against a purchaser of the mortgaged premises, who has assumed the mortgage, a direct action at law, or an equitable action based on the doctrine of subrogation, see 10 COL. L. REV. 765.

MUNICIPAL CORPORATIONS—ANNEXATION OF AN "ADJOINING VILLAGE."—The Illinois statute authorizes any city etc., to annex any other incorporated city, village, or town adjoining the same. The boundaries of the incorporated village of Morgan Park at the northern and southern ends are co-incident with the boundaries of Chicago, but the eastern boundary of the village does not touch a boundary of the city, there being an intervening unincorporated piece of land two hundred acres in extent. After an election pursuant to the statute had resulted favorably to the annexation of Morgan Park, the City

of Chicago assumed jurisdiction over the village. *Held* that the proceedings were ineffectual. *Village of Morgan Park* v. *City of Chicago,* (Ill. 1912) 99 N. E. 388.

Whether under such a statute the contiguity of the boundary between the two municipalities must be unbroken; or whether it is permissible to include an unincorporated parcel of land entirely surrounded by the enlarged city has apparently never been previously decided in the construction of a statute of this kind. In *School District* v. *Long,* 2 Okl. 460, 37 Pac. 601, it was held that adjoining lands need not border on each other in all parts if there is an actual contact. Under the homestead laws it has been held that mere "cornering" of lands is not sufficient contiguity. *Linn Co. Bank* v. *Hopkins,* 47 Kan. 580, 58 Pac. 606, 27 Am. St. Rep. 309; *Kreslin* v. *Mau,* 15 Minn. 116. But the contrary was held in *Clements* v. *Crawford Co. Bank,* 64 Ark. 7, 62 Am. St. Rep. 149, 40 S. W. 142. In *Wild* v. *People,* 227 Ill. 556, 81 N. E. 707, it was held that lands touching merely at corners and connected by strips fifty feet in width solely to bind the different pieces of land together were not contiguous. But none have required, as does the principal case, that besides contact for a substantial distance, there must also be no intervening non-contiguous territory.

MUNICIPAL CORPORATIONS—REQUIRING PATENTED ARTICLE IN "COMPETITIVE" BIDS FOR PUBLIC IMPROVEMENT.—The defendant city in advertising for bids on street paving, specifically required the use of a patent pavement, which the patentee agreed to supply at an equal price to all bidders. The statute provided that "All contracts for work, supplies, or material * * * must be let to the lowest, responsible bidder." *Held* that this specification did not violate the statute. *Ford* v. *City of Great Falls,* (Mont. 1912) 127 Pac. 1004.

Prescribing under such statutes the use of a patented article in bids for public improvements has brought forth conflicting deciisons. The fact that there could be only one bidder under such a specification has been held not to be in violation of the statute. *Hobart* v. *City of Detroit,* 17 Mich. 246, 97 Am. Dec. 185; *Silsby Mfg. Co.* v. *Allentown,* 153 Pa. 319, 26 Atl. 646. But the contrary view was taken in *State* v. *Elizabeth,* 35 N. J. L. 351; *Burgess* v. *Jefferson,* 21 La. Ann. 143; *Nicholson Pave. Co.* v. *Painter,* 35 Cal. 699; *Bear* v. *Charlton,* 23 Wis. 590, 99 Am. Dec. 205. Where, as in the principal case, opportunity is left for bids by different contractors, though a particular patented material or method of construction is required, it may safely be said that the weight of authority is with the principal case. *Holmes* v. *Council,* 120 Mich. 226, 45 L. R. A. 121, 79 N. W. 200; *State* v. *Shawnee Co.,* 57 Kan. 267, 45 Pac. 616; *Saunders* v. *City,* 134 Ia. 132, 111 N. W. 529, 9 L. R. A. (N. S.) 392; *Tousey* v. *Indianapolis,* 175 Ind. 295; *Bye* v. *Atlantic City,* 73 N. J. L. 402; *Swift* v. *St. Louis,* 180 Mo. 80, 79 S. W. 172; *Lacoste* v. *New Orleans,* 119 La. 469, 44 So. 267; *Reed* v. *Rockliffe-Gibson Const. Co.,* 107 Pac. (Okl.) 168. Contra, *Siegel* v. *Chicago,* 223 Ill. 428, 79 N. E. 280. The apparently contrary cases of *Allen* v. *Milwaukee,* 128 Wis. 678, 106 N. W. 1099, 5 L. R. A. (N. S.) 680, and *Cawker* v. *Milwaukee,* 133 Wis. 35, may be ascribed to the peculiar provisions of the Wisconsin statute.